## NY Affidavit and Hold Harmless Agreement

**AFFIDAVIT AND HOLD HARMLESS AGREEMENT**

State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 ss:  
County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ being duly sworn, depose and state the following to be true under the penalty of perjury:

I am the owner of the premises described as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_being tax map number \_\_\_\_\_\_\_\_\_\_\_\_\_\_(herein after called the premises).

WHEREAS, the Indemnitor has requested the Company to issue its policy of title insurance insuring an interest in, or title to the real estate on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ being tax map number \_\_\_\_\_\_\_\_\_\_\_\_., described in Title No. \_\_\_\_\_\_\_\_\_\_\_, issued by the Company and commonly known as J&H Abstract LLC as agents for Westcor Land Title Insurance Company

This Agreement is made by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called Indemnitors) and J&H Abstract LLC as policy issuing agents for Westcor Land Title Insurance Company (hereinafter called Company)

WHEREAS,

And

WHEREAS, the Indemnitor has offered to indemnify the Company if the Company will insure against loss which may result from the exceptions.

NOW, THEREFORE, to induce the Company to issue its policies insuring an interest in, or title to, the real estate referred to above, which policies will, in consideration of this Agreement and at the request of the Indemnitor, indemnify the named insured against loss which may result from the Exceptions.

The Indemnitor hereby indemnifies and agrees to hold the Company harmless from all liability, loss, or damage of any nature, including attorneys' fees and expenses incurred in enforcing this Agreement, which the Company may sustain resulting from the issuance, either now or in the future, of policies of title insurance, which indemnify the named insured in the policies against loss that may result from the Exceptions, and the Indemnitor further agrees to do whatever is required by the Company to remove said Exceptions on or before \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, at no cost to the company.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sworn to before me this  
\_\_\_\_ day of \_\_\_\_\_\_\_\_\_, 20\_\_\_  
  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_